

**CLAVA ABSTRACT CORP.**

2005 PALMER AVENUE, SUITE 193, LARCHMONT, NEW YORK, 10538

Tel. (914) 535-8476

July, 7<sup>th</sup>, 2022

TODD RUFFALO  
7-9 PLEASANT AVENUE  
A/K/A 7 PLEASANT AVENUE  
A/K/A 9 PLEASANT AVENUE  
WHITE PLAINS N.Y. 10605

**7-9 PLEASANT AVENUE  
A/K/A 7 PLEASANT AVENUE  
A/K/A 9 PLEASANT AVENUE  
WHITE PLAINS NY. 10605**

Dear Mr. Ruffalo:

Please be advised that a current full last owner and valid lien with mortgage search and relevant information provided by you and your family has been conducted in the Westchester County Clerk's Office legal records division unit and in the land records division unit and the following information has been found of record:

- I. TITLE IS VESTED IN: TODD RUFFALO, A/K/A, TODD RUFFALO, Jr., DATED APRIL 7<sup>TH</sup>, 2005, AND A REVOCABLE BLIND TRUST DEED UNDER SUSAN SCHMIDT, A/K/A, SUSAN SCHMIDT-RUFFALO, AS TRUSTEE, AND UNDER XXXXX XXXXXX AS A SUCCESSOR TRUSTEE, ALONG WITH OTHER SUCCESSOR TRUSTEES RELATED TO TODD RUFFALO DATED MAY 6<sup>th</sup>, 2005.**
- II. Having acquired Title by way of a valid sellers DEED from Mr. Rory P. O'Brien dated April 7<sup>th</sup>, 2005, and recorded of record on May 13<sup>th</sup>, 2005, in the Westchester County Clerk's Office land records division unit filed under Control #451170675.**
- III. 2 fraudulent and invalid DEEDS were found of record on Mr. Ruffalo's title-property. 1.) DEED is dated December 5<sup>th</sup>, 2018, which is a fraudulent "referee" DEED with an inflated and fake purchase price for consideration in the sum of "\$1,118,154.33", and with the wrong seller-lender HSBC in a "trust", which is in connection to an expired unsecured third position junior Mtg. lien-loan.**

IV. This fraudulent “referee” DEED dated December 5<sup>th</sup>, 2018, was recorded of record where the referee tried to cut-off the 2 senior Mtg. liens of record on title under Mr. Ruffalo’s name to this Real Property in connection to the third unsecured junior position Mtg. lien-loan with the wrong seller-owner HSBC with nobody in land records verifying the accuracy and the validity of the information submitted on January 29<sup>th</sup>, 2019, under Control #583453009.

V. 2.) A “Special Warranty” DEED with no title protections dated January 11<sup>th</sup>, 2022, also with the wrong seller-grantor information HSBC in a “trust” and other entities that is in connection to the fraudulent referee DEED that is an expired third position unsecured junior Mtg. lien/loan with the wrong lender HSBC. The lawsuit in connection to the third unsecured junior Mtg. lien/loan was discontinued with prejudice in a foreclosure action filed on March 17<sup>th</sup>, 2009, which the 2 discontinuances with prejudice occurred on April 25<sup>th</sup>, 2011, and April 29<sup>th</sup>, 2011.

VI. This fraudulent “Special Warranty” DEED dated January 11<sup>th</sup>, 2022, was recorded of record under Control # 620043403, on March 7<sup>th</sup>, 2022, without anyone in the land records division unit in the Westchester Cnty. Clerk’s Office verifying the accuracy and the validity of the information provided on March 7<sup>th</sup>, 2022.

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VII. A party named Mr. Neal Wash an employee in the land records div. unit in the Westchester County Clerk’s Office did suspect something wasn’t right here with regard to this change of ownership “DEED” under Control #620043403, and he did send out Notices in the context of postcards to Mr. Ruffalo’s property-home on March 29<sup>th</sup>, 2022, and were received on March 31<sup>st</sup>, 2022.

VIII. An out of State Florida (“lawyer”) with one of his employees also took part in this Real Estate fraud and title fraud-DEED Theft in connection to this expired third position Mtg. lien with the wrong lender-seller HSBC and is out of the City of Tampa named Mr. (“James E. Albertelli”), (“DEED TEAM”), and he is located at 5404 Cypress Center Drive, Ste. 300, and Ste. 150, Tampa Florida 33609, and another party also is involved in this title fraud-DEED Theft with Mr. Albertelli named (“Lisa Lewis”).

**IX. A search of Mr. James Albertelli shows that he has been disbarred before for similar unethical misconduct, comingling, forgery, DEED Theft, and foreclosure fraud from the Florida State bar. Mr. Albertelli also has another address located at 4391 Lake Forrest Drive NE, Atlanta GA, 30342. Mr. Albertelli was also caught creating a fraudulent (“assignment”) on Nov. 5<sup>th</sup>, 2012, from Washington Mutual Bank four years after it failed, which WUMU failed on Sept. 25, 2008.**

**X. ALL MORTGAGES RECORDED OF RECORD FOUND:**

**XI. A total of 7 Mtg. liens recorded of record have been found, which some do not have MERS of record in the language. 4 out of the 7 Mtg. liens are Satisfied and Discharged of record on Mr. Ruffalo’s Real Property.**

**XII. This certified title report took 3 and a half months to finalize and is not unusual under these circumstances on this Real Property between searching legal records, land records, and with the clients.**

1. MTG.

Mortgagor: Todd Ruffalo  
Mortgagee: Argent Mtg. Co. LLC.  
Amount: \$479,750.00.  
Dated: April 8<sup>th</sup>, 2005.  
Recorded: June 13<sup>th</sup>, 2005.  
Control #451170697.  
Tax Paid: \$5,971.25. **NOTE:** Sat. #453260564.

2. MTG.

Mortgagor: Todd Ruffalo  
Mortgagee: CitiMortgage, Inc.  
Amount: \$420,000.00  
Dated: July 1<sup>st</sup>, 2005.  
Recorded: August 31<sup>st</sup>, 2005.  
Control #452360336.  
Tax Paid: \$5,430.00. **NOTE:** Sat. #451170675.

3. MTG.

Mortgagor: Todd Ruffalo  
Mortgagee: Citibank, N.A.  
Amount: \$105,000.00  
Dated: July 1<sup>st</sup>, 2005.  
Recorded: August 31<sup>st</sup>, 2005.  
Control #452360316.  
Tax Paid: \$1,335.00. **NOTE:** Sat. #462220433.

4. MTG.

Credit Line:  
Mortgagor: Todd Ruffalo  
Mortgagee: American General Home Equity, Inc.  
Amount: \$17,532.00.  
Dated: December 23<sup>rd</sup>, 2005.  
Recorded: March 16<sup>th</sup>, 2006.  
Control #460680570.  
Tax Paid: \$197.50. **NOTE:** Sat. #451170675.

5. MTG. First position outstanding Mtg. lien of record recorded under Control Number # 461730560, on July 6<sup>th</sup>, 2006, and is the primary collateral encumbering Mr. Ruffalo's title-property year to date.

Mortgagor: Todd Ruffalo

Mortgagee: American General Home Equity, Inc., N/K/A **Springleaf Home Equity, Inc.** Mr. Ruffalo received paperwork on July 3<sup>rd</sup>, 2011, dated June 27<sup>th</sup>, 2011, that stated that Springleaf is a {"Mortgage Loan Servicer"}, not a lender/owner/creditor on this first position Mtg. lien and loan that is the main and primary-collateral on the title-property to Mr. Ruffalo's home-property year to date.

Amount: \$150,637.75.

Dated: April 21<sup>st</sup>, 2006.

Recorded: July 6<sup>th</sup>, 2006.

Control #461730560.

Tax Paid: \$1,927, 80.

("Assignment"): Recorded under Control #540593467 on March 6<sup>th</sup>, 2014, that is missing crucial Record Data to and from the valid owner/assignor to the valid assignee/new owner and is missing the Promissory Note with a valid accurate address in Yonkers New York and any additional accurate valid address for American General Home Equity, Inc., N/K/A Springleaf.

..  
Trial: A review of the "oral" bench trial transcript from November 18<sup>th</sup>, 2016, indicates that the case was dismissed against Mr. Ruffalo that he was in fact not legally responsible for after the refinance closing past June 21<sup>st</sup>, 2006. The Court did in fact dismiss this untimely second summons/lawsuit filed against Mr. Ruffalo on Sept. 4<sup>th</sup>, 2014, on November 18<sup>th</sup>, 2016.

..  
Trial: Chicago Title Ins. Co. did not legally purchase this "loan" that is missing the Record Data Promissory Note from American General Home Equity, Inc., which the title agent-abstractor is and was liable for on June 21<sup>st</sup>, 2006, and is Cobblestone Abstract LTD., and is owned by Mr. Matthew N. L. Roach.

Approx. Balance: on Lien is \$607K.

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See under Exh. A. in connection to Mtg. lien #5 under the title to Mr. Ruffalo's property a copy of the primary collateral that is the outstanding first position Mtg. lien dated April 21<sup>st</sup>, 2006, which is still encumbering the title-property and recorded of record on July 6<sup>th</sup>, 2006, and other recusal papers and documents from former ("judge") ("Nicholas Colabella"), and other questionable "records" from Springleaf in connection to this first position Mtg. lien that where the Stipulation was not signed off on as required dated February 7<sup>th</sup>, 2014, by ("judge") William J. Giacomo.

**NOTE:** A defective and illegal “**assignment**” ownership transfer dated **February 7<sup>th</sup>**, 2014, with crucial information missing in the **Stipulation** that is unsigned by a (“judge”) with 2 different establishments/law firms out of Queens New York and Rye New York with untrue and false information dated **February 7<sup>th</sup>**, 2014.

**NOTE:** A further review of a letter from American General Financial Services delivered to Mr. Ruffalo dated **November 8<sup>th</sup>**, 2008, further proves that this location was closed in Yonkers New York on **November 8<sup>th</sup>**, 2008, located at 2141 Central Park Avenue, Ste. # 3.

**NOTE:** This than further establishes that the (“**assignment**”) dated **February 7<sup>th</sup>**, 2014, is fabricated, fake, and inaccurate from the establishment that had the audacity to record this invalid (“**assignment**”) on **March 6<sup>th</sup>**, 2014, under Control **#540593467**, which was (“Dorf & Nelson”), which is out of Rye New York.

**NOTE:** There are other oddities in this first position Mtg. lien of record and other records, which does not have an original Promissory Note, nor a copy thereof, and this is a first position outstanding Mtg. lien and loan of record and the primary collateral on Mr. Ruffalo’s property-title clouding title.

**NOTE:** This first position Mtg. lien went to an untimely and illegal bench trial with no discovery provided to Mr. Ruffalo beforehand or post trial and was held on **November 18<sup>th</sup>**, 2016, which was again also dismissed with the first position Mtg. lien still intact and clouding title to Mr. Ruffalo’s title-property.

**NOTE:** The party truly legally liable to payoff this expired first position Mtg. lien and loan that is now stagnant is Mr. (“Matthew N.L. Roach, Esq.”), who is the owner of (“Cobblestone Abstract LTD.”), and wore [“two hats”] in this refinance closing where he failed recklessly to perform the required job tasks on **June 21<sup>st</sup>**, 2006. Nobody checked the (“work product”) of Mr. Roach either, and no continuation of title was done.

**NOTE:** Mr. Roach either carelessly, intentionally, and/or recklessly failed to payoff this prior pre-existing second position junior Mtg. lien and loan on June 21<sup>st</sup>, 2006, that moved into first position on Mr. Ruffalo title and property. Mr. Ruffalo title-property was then saddled with 3 Mtg. liens and loans putting the property underwater and wiping out all of the equity in the property.

**NOTE:** Mr. Roach is the owner of Cobblestone Abstract LTD., and did not have any "E&O" Ins. during this refinance closing gone awry which would in all likelihood would not have covered an intentional act of theft or any malicious event even if there was any "E&O" Ins. in place.

**NOTE:** No corrective action was ever taken either by this Attys. terrible conduct who stole funds in the approx. amount of \$157K. from Mr. Ruffalo during this refinance closing. A further search of legal records shows that Mr. Roach has a long history of being sued for malpractice, etc.

**NOTE:** There is also untrue, false, and inaccurate info. on Mr. Ruffalo in connection to the first position outstanding Mtg. lien and loan of record with an incorrect, inaccurate, and misleading 1098 Form generated from the **I.R.S.** stating that Mr. Ruffalo paid out mortgage interest to Springleaf in the year 2014 in the sum amount of \$89,213,44. A copy of this evidence is annexed under Exh. A.

**NOTE:** A review of the deposition held in Mamaroneck New York with the debtor by Mr. Nelson on May 27<sup>th</sup>, 2010, further proves that he knew that Mr. Matthew Roach was legally liable for this debt/loan that he stole funds from in the closing and should have been paid off in full on June 21<sup>st</sup>, 2006.

6. MTG. **Second position Mtg. lien of record recorded of record on Aug. 23<sup>rd</sup>, 2006.**

Mortgagor: Todd Ruffalo

Mortgagee: People's Choice Home Loan, Inc.

Amount: \$129,600.00.

Dated: June 21<sup>st</sup>, 2006.

Recorded: August 23<sup>rd</sup>, 2006.

Control #462220449.

Tax Paid: \$1,654.80.

Approx. **Balance**: on "Note" is \$508K.

**NOTE**: An invalid Mtg. Release with inaccurate and untrue information also states that this Mortgage has ("not been assigned of record"), which is untrue, misleading, and false. This MTG. Release is not **Dischargeable** as the missing Record Data for the assignor/assignee is missing of record.

**NOTE**: This document further states that the obligation under the "Note" has not been fully paid and is not a Release of the obligation under the "Note" as said obligation has not been fully paid.

**NOTE**: This non-dischargeable document was issued from CHASE BANK dated **October** 27<sup>th</sup>, 2014, and then recorded of record on **November** 13<sup>th</sup>, 2014, under Control **#543023341**.

**NOTE**: This Mtg. Release dated **October** 27<sup>th</sup>, 2014, is not **Dischargeable** due to the Missing crucial Record Data assignor/assignee in connection to the stale second junior position Mtg. lien under Mtg. lien # 6 and is clouding title to Mr. Ruffalo title-property year to date.

**NOTE**: This is a defect and cloud on title still and the unknown ("Note") holder in due course has not been paid in full and remains an open and unsatisfied Mtg. lien that is a second position Mtg. lien of record on Mr. Ruffalo title-property.

**NOTE:** A further review of an email to Mr. Ruffalo from a Mr. **Harlon Brown**, Sr., out of the State of Florida regarding this second position Mtg. lien and loan dated September 25<sup>th</sup>, 2008, states that the Servicing rights were transferred to Washington Mutual Home Loan, A/K/A, WUMU, by way of the MERS system Registry and he further states there will not be an (“**assignment**”). This is very dangerous, and not the proper protocol.

**NOTE:** CHASE BANK for no consideration took over all of the deposits, etc., from WUMU when they failed in or about Sept. 25<sup>th</sup> 2008.

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**See under Exh. B.**, in connection to Mtg. lien #6 under the title to Mr. Ruffalo’s property copies of the outstanding Second position Mtg. lien that is still encumbering the title-property dated June 21<sup>st</sup>, 2006, and recorded of record on August 23<sup>rd</sup>, 2006, and other questionable “**records**” in connection to this Second position Mtg. lien where the “**Note**” obligation has not been fully paid and has a broken chain of title with missing assignment record data of ownership.

7. MTG. **Third position Mtg. lien of record recorded on Aug.** 23<sup>rd</sup>, 2006.

Mortgagor: Todd Ruffalo

Mortgagee: MERS, as Nominee for People’s Choice Home Loan, Inc.

Amount: \$518,400.00.

Dated: June 21<sup>st</sup>, 2006.

Recorded: August 23<sup>rd</sup>, 2006.

Control #462220567.

Tax Paid: \$6,709.20.

Approx. **Balance:** \$0

**NOTE:** There are many different documents in the land records and the legal records division units in the West. Cnty. Clerk’s Office, LPOA, and Assignments, that oddly have different dates with HSBC purchasing this expired third position unsecured junior Mtg. lien, and is very strange and conspicuous.

**NOTE:** From review of these papers none of these assignments appear to be valid or legit, which “**Marti Noriega**” never worked for MERS, she worked for Litton Loan Servicing, L.P., forging signatures on thousands of untrue fake documents.

**NOTE:** These dates are as follows with HSBC as the (“Owner”): August 1<sup>st</sup>, 2006, S.E.C. evidence, January 17<sup>th</sup>, 2008, May 23<sup>rd</sup>, 2008, LPOA, January 28<sup>th</sup>, 2009, March 4<sup>th</sup>, 2009, unrecorded Assignment, January 21<sup>st</sup>, 2014, assignment, recorded of record on July 21<sup>st</sup>, 2014, and February 12<sup>th</sup>, 2015, which is another unrecorded assignment found in the first bankruptcy filing under a chapter 7 Mr. Ruffalo filed on Oct. 2<sup>nd</sup>, 2017.

**NOTE:** ((“7 Times”))) is the total number of occasions that HSBC supposedly purchased this very same third position junior Mtg. lien and loan and is impossible to believe.

**NOTE:** In para. #20 of the third position Mtg. lien dated June 21<sup>st</sup>, 2006, it states that the (“**borrower**”) might not receive (“**prior notice**”) of any of these sales of the “**Note Holder’s**” right to sell the **Note**, or “an interest in the Note”, together with the security instrument, which may be sold one or more times. This allows massive fraud and other financial crimes to occur in Real Estate on Residential and Commercial Real Properties and is extremely dangerous.

**NOTE:** There is only 1 MERS HSBC OCWEN questionable (“**Assignment**”) recorded of record dated January 21<sup>st</sup>, 2014, which was recorded of record down the road under Control Number #542023339, and the recording date occurred on July 21<sup>st</sup>, 2014, which is well over 5 years later and is an invalid and fraudulent document that completely contradicts the “**assignment**” dated January 28<sup>th</sup>, 2009, and March 4<sup>th</sup>, 2009, which was delivered to Mr. Ruffalo by FedEx on April 21<sup>st</sup>, 2009, and was never recorded of record.

**NOTE:** This is well after the date of the alleged (“**Summons & Complaint**”) full of holes, contradictions, and inconsistencies from Mr. Jordan S. Katz dated March 16<sup>th</sup>, 2009.

**NOTE:** I further found that all of the (“**Affidavits of Service**”) state that CitiMortgage, Inc., is the owner/plaintiff in connection to the very same third position junior Mtg. lien (“**Summons & Complaint**”) from Mr. Katz.

**NOTE:** There are 2008 emails, one from a Mr. Matthew Robison from **July** 30<sup>th</sup>, 2008, and also letters from 2009 from **LITTON LOAN** Servicing L.P., and which all of them state that (“Wells Fargo”) is the owner of this expired third position junior Mtg. lien-loan.

**NOTE:** I also read over the lawsuit/complaint filed in the legal div. unit on **March** 17<sup>th</sup>, 2009, from another lawyer with a checkered past of fraud, stealing, and misconduct, Mr. Jordan S. Katz, which is full of untrue information, defects, and credibility issues and other untrue information.

**NOTE:** The (“lawsuit”) filed against Mr. Ruffalo’s title by Mr. Katz on **March** 17<sup>th</sup>, 2009, is not in connection to a first position Mtg. lien-loan. Mr. Katz purposely (“omits”) to state that the “**trustee**” in the alleged trust was **HSBC**, and also at the time was not the current owner and never was of the third position junior Mtg. lien-loan in the fraudulent and misleading complaint.

**NOTE:** Wells Fargo Bank was in fact the owner of the third position unsecured junior Mtg. lien and loan, and Wells Fargo Bank was also a master servicer too. Mr. Katz had to of known this crucial information back on **March** 16<sup>th</sup>, 2009, and **March** 17<sup>th</sup>, 2009, etc.

**NOTE:** All of the Letters from LITTON LOAN in 2008, and 2009, which hired Mr. Katz further proves he knew Wells Fargo Bank was the owner of the unsecured third position junior Mtg. lien-loan in 2009.

**NOTE:** As stated hereinabove 2 invalid, fraudulent, and deficient DEEDS were found recorded of record with the wrong “**owner**” too, which is HSBC. The “**referee**” DEED with the wrong lender HSBC stating they acquired title in connection to this third position unsecured junior Mtg. lien-loan that was discontinued with prejudice in a foreclosure action dated **March** 16<sup>th</sup>, 2009, and filed on **March** 17<sup>th</sup>, 2009, under Westchester County Index # 2009-5071, and these documents are dated **April** 25<sup>th</sup>, 2011, and **April** 29<sup>th</sup>, 2011.

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**NOTE:** On June 29<sup>th</sup>, 2018, the unsecured third position junior Mtg. lien and loan was bought by way of a Notice dated July 27<sup>th</sup>, 2018, and sent to Mr. Todd Ruffalo in the regular U.S. mail from **MTGLQ. Investors L.P.**, using the MERS system Registry as the new ownership transfer with OCWEN loan Servicing L.P. to stay on as the Loan Servicer.

**NOTE:** The invalid “referee” DEED dated December 5<sup>th</sup>, 2018, recorded of record on January 29<sup>th</sup>, 2019, under Control Number **#583453009**, with consideration with an extremely low bid, and was bought by (“Plaintiff”) according to Mr. Joseph A. Maria in the sum amount of \$500.00, which has the wrong seller-owner **HSBC** on this third position unsecured junior Mtg. lie- loan and there is no disputing this fact.

**NOTE:** Nowhere is there any indication in writing in the land records and in the legal records div. units in the Westchester Cnty. Clerk’s Office in the 2 (“foreclosures”) filed against Mr. Ruffalo that the 2 outstanding senior Mtg. lien holders were notified by anyone from this illegal and improper **auction** held with the wrong ad publication and seller-lender **HSBC** on December 5<sup>th</sup>, 2018. This is including the “referee” Mr. Joseph A. Maria, who did nothing to verify and make sure that the sale-auction was legit, kosher, and valid.

**NOTE:** Mr. Joseph A. Maria in connection to the expired third position junior Mtg. lien and loan in the capacity of a (“referee”) tried to cut-off, bypass, and circumvent the 2 outstanding senior Mtg. liens and loans on Mr. Ruffalo’s title-property on December 5<sup>th</sup>, 2018, and was for the sum amount of \$500.00. All junior lien-holders in due course have to **buyout** the senior Mtg. lienholder in due course in order to properly foreclose.

**NOTE:** Mr. Maria purposely failed to notify the 2 senior Mtg. lien-holders on Mr. Ruffalo’s title-property before December 5<sup>th</sup>, 2018, which so did the loan servicers, this (“firm”) McCabe Weisberg, & Conway, and the (“Lenders”). Mr. Maria has an astonishing historic history of malpractice and an additional legal search finds that Mr. Maria was convicted of malpractice and fraud at a jury trial with Judge Lewis Lubell in February 2017.

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**NOTE:** Mr. Maria makes “comments” in an “affidavit” dated **December 15<sup>th</sup>**, 2020, which he tries to pass the buck to the law firm that placed the inaccurate, untimely, and illegal “**ad publication**” in the newspaper in connection to the expired unsecured third position Mtg. lien-loan with the wrong lender-seller HSBC on **October 31<sup>st</sup>**, 2018, and with a stay in effect in the second chapter 7 filing procured by Mr. Ruffalo that was filed on **May 21<sup>st</sup>**, 2018.

**NOTE:** There is more to Mr. Maria’s checkered past, which includes breaking into a Property in Putnam Cnty. New York owned by a Mr. Alexzander Kasper in **July** 2016, and other serious historic litigation for negligence and fraud going back to the year 1987 and he has a Grievance Cmte. file action sustained where he was issued a fine only for a “violent felony” which was burglary and also criminal mischief.

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**NOTE:** The other invalid DEED as stated hereinabove that is in connection to the expired third position junior Mtg. lien and loan with the wrong seller-owner **HSBC** with no valid title protections found of record and is an inaccurate and fraudulent (“Special Warranty”) DEED that is dated **January 11<sup>th</sup>**, 2022, which should have never been recorded of record.

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**NOTE:** This fraudulent DEED was with this (“non-owner”) and an invalid interested party induced by way of title-fraud-DEED theft that took place in the Bronx New York on **January 11<sup>th</sup>**, 2022.

**NOTE:** This illegal Real Estate closing occurred with this Bronx (“lawyer”) with a history of misconduct, stealing, and malpractice, which is Mahandra D. Persaud and occurred on **January 11<sup>th</sup>**, 2022, and which was with this entity named (“Bridge Stone Realty LLC.”), and is out of Hartsdale New York.

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**NOTE:** This entity (“Bridge Stone Realty LLC.”) and the 2 alleged owners, Hugh Byrne and Claudette Mair, did not purchase the unpaid 2 senior Mtg. liens and loans on this Real Property-title under Mr. Ruffalo’s name in the land records div. unit in the WCCO. on **January 11<sup>th</sup>**, 2022. The expired and sour third position junior Mtg. lien and loan again had the wrong lender-seller, which was HSBC.

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**NOTE:** PHH. is also a Loan Servicer owned by OCWEN, which is not a lender/owner/bank/creditor. Further research finds an unscrupulous Florida (“lawyer”) with a historic history of fraud, misconduct, self-dealing, etc., named Mr. (“**James E. Albertelli**”), and a party named Mrs. (“Lisa Lewis”), DEED TEAM, out of the City of Tampa is also involved in this title fraud, Real Estate fraud, and forgery on Mr. Ruffalo title-property on **January 11<sup>th</sup>**, 2022.

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**NOTE:** This fraudulent (“Special Warranty”) DEED was recorded of record under Control **#620043403**, on **March 7<sup>th</sup>**, 2022, with consideration in the sum amount of **\$317K.**, and is in connection to a sour and expired third position junior Mtg. lien and loan that was discontinued with prejudice on **April 25<sup>th</sup>**, 2011, and **April 29<sup>th</sup>**, 2011.

**NOTE:** This illegal Real Estate closing in connection to the expired third position junior unsecured Mtg. lien-loan took place and occurred in New York City, Bronx Cnty., which started off the **internet** by way of a (“credit card deposit”) with an online fraudulent bidding **Auction** with consumers-buyers providing there full (“social security”) numbers and with counter bidding, shill bidding, proxy bidding, etc., and with a Real Estate Broker named Mr. (“Christopher A. Rose”).

**NOTE:** This illegal sham Real Estate closing as stated hereinabove was before a untrustworthy Bronx Real Estate (“lawyer”) with a checkered past of malpractice, self-dealing, unlawful conduct, and fraud named (“Mahandra D. Persaud”), and is located at 4200 White Plains Road, 2<sup>nd</sup> Floor, Bronx New York.

**NOTE:** Recording dates always dictates Mtg. lien priority at first in time, first in right, which is how Mtg. lien priorities work in Real Estate and on title to Real Property.

**NOTE:** The (“lawyers”) role in the title searches are crucial and often they take at face value the work product from a third party without reading it over for any possible errors, etc.

**NOTE:** Highland Title Agency, H.T.A., and the title closing agent, which is out of Jericho New York, Nassau Cnty., performed this title fraud-DEED theft in the Bronx New York in connection to the expired third position junior Mtg. lien- loan with the wrong lender-seller **HSBC** on Mr. Ruffalo's title on **January 11<sup>th</sup>, 2022**.

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**NOTE:** Mr. Richard S. Ragoobir, A/K/A, Ricky S. Ragoobir is the owner of H.T.A. and took part in this title fraud-DEED Theft, forgery, and Real Estate fraud at this illegal Real Estate closing in the Bronx New York with the wrong lender-seller **HSBC** on Mr. Ruffalo title-home-property on **January 11<sup>th</sup>, 2022**. The actual intent here by H.T.A. and the owner was to steal the property- title out from underneath Mr. Ruffalo.

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**NOTE:** From information gleaned from the title report, and the title commitment were fraudulently induced by H.T.A. to try and pull off the title fraud and DEED theft on Mr. Ruffalo's title-property on **January 11<sup>th</sup>, 2022**.

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**NOTE:** In some jurisdictions, rather than obtaining a full 60 or 40 year search as warranted by the custom in the area, the title agent may obtain a “**limited**” search from an existing policy, tacking onto the old policy by only searching the appropriate records after the date of policy. The “**limited**” search range can carelessly or maliciously perpetuate errors or worse in the existing policy because one cannot identify the actual person who in fact prepared it.

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**NOTE:** The title closer Mr. Ragoobir from H.T.A. intentionally excluded and hid the 2 senior Mtg. liens and loans in the intentionally unfinished “**title report**” on Mr. Ruffalo's title-home under his name in the land records division unit in the Westchester County Clerk's Office in order to close this illegal Real Estate deal in the Bronx New York on **January 11<sup>th</sup>, 2022**, with (“**Bridge Stone Realty LLC.**”), who at the inception of this title fraud and DEED theft never had valid and clear title here to buy Mr. Ruffalo's Property with 2 outstanding senior Mtg. liens-loans encumbering and clouding title to the Property year to date. This is not a legal, valid, or binding DEED-LIEN.

**NOTE:** An unbroken chain of ownership of the “**Note**” must exist before a foreclosure sale can occur, and in connection to the expired third position junior Mtg. lien with the wrong seller-owner **HSBC** where there was a broken chain of title of ownership of the “**Note**”.

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**See under Exh. C.**, in connection to the expired Mtg. lien #7 under the title to Mr. Ruffalo’s property copies of the relevant records on the unsecured third position junior Mtg. lien-loan that is engulfed with fraudulently induced documents that contradict one another, etc.

#### **JUDGMENT SEARCH:**

**NOTE:** A search of “judgments” found under Mr. Ruffalo all turn out are invalid, fraud, and with fake “affidavits of service” with no description of Mr. Ruffalo and fake third parties served. (i.e.), (“Ms. Davis”), which Mr. Ruffalo in fact knows nobody by this last name and is intentionally missing the first name by this sewer service from this unprofessional process server, etc.

**NOTE:** A search of the New York bar found also that there is nobody admitted to the New York bar under the name “**Brian Hansbury**” either, which there are civil and other cases he “**forged**” this name with this signature on inaccurate and untrue information with Mr. Ruffalo and many other parties that are unfinished, fraud, and deficient.

#### **TAX LIENS SEARCH:**

There are no New York State or Federal tax liens recorded of record found under the name of Todd Ruffalo, or Todd Ruffalo, Jr.

## **HOMEOWNERS INS. POLICY INQUIRY :**

There is active Ins. Policy under Mr. Ruffalo's title-home and is under Susan Schmidt-Ruffalo, which is the trustee in connection to the revocable blind trust DEED on this Real Property dated May 6<sup>th</sup>, 2005.

## **SEARCH OF CITY OF WHITE PLAINS AO:**

A search of the City of White Plains assessor office further shows that they are taking illegal "payments" from a non-owner of this Real Property of Mr. Ruffalo's, Bridge Stone Realty LLC., that was procured by way of an invalid and forged conveyed Special Warranty DEED thru title fraud-DEED Theft, forgery, Real Estate fraud, etc., and is in connection to the third position junior Mtg. lien-loan and again with the wrong lender HSBC that occurred in the Bronx New York on January 11<sup>th</sup>, 2022.

## **BANKRUPTCY SEARCH:**

**NOTE:** I found a bankruptcy filing under Mr. Todd Ruffalo's name under chapter 7 in the S.D.N.Y. on November 30<sup>th</sup>, 2018. The automatic stay was not in "effect" in this filing and should have been where there are many oddities, contradictions, and other ambiguities in connection to the unsecured third position expired junior Mtg. lie- loan with again the wrong lender HSBC.

**NOTE:** Only the Loan Servicer OCWEN filed inaccurate "papers" dated December 19<sup>th</sup>, 2018, with the wrong lender HSBC through "counsel" in connection to the third unsecured position junior Mtg. lien-loan that was discontinued with prejudice in Court back in April 2011.

**NOTE:** There were 2 prior chapter 7 filings under Mr. Ruffalo on May 21<sup>st</sup>, 2018, and October 2<sup>nd</sup>, 2017, for which he could not attend the 341 meeting in these 2 chapter 7 filings.

**NOTE:** This was in fact due to being badly injured from portions of an illegal and defective Commercial EPDM. Firestone Roof collapsing in on Mr. Ruffalo at the partially condemned property-home caused by Mr. Mark A. Franzoso from Franzoso Contracting, Inc., unqualified third party day labors from the street, and 2 additional parties, one of them who is now deceased, Mr. Gerald M. Klein, which is a former “lawyer/judge” with a history of abuse of power, etc., and the other is another “judge” with no morals whatsoever playing by his own sets of rules and ethics named Mr. Paul I. Marx with a very bad history of extreme abuse of authority, intentionally excluding crucial and vital information into evidence in his legal papers, improper judicial conduct, etc.

**NOTE:** The first chapter 13 case filing filed by Mr. Ruffalo on May 31<sup>st</sup>, 2022, the stay did go into effect in the jurisdiction of White Plains in the S.D.N.Y., which was dismissed on July 20<sup>th</sup>, 2022, and shouldn’t have been due to some unintentional incomplete documents not filled out, some of which these forms are not applicable or pertain to Mr. Ruffalo, co-debtor, etc., and was overlooked at the very least and not on purpose.

**NOTE:** Mr. Ruffalo was also sent nothing in writing from the chapter 13 trustee office on a list of items to copy to them. Mr. Ruffalo informs the undersigned that several packages were delivered to this office with letters, and an incriminating video, etc., in June 2022, and nobody ever responded back in writing and is grossly derelict, and unprofessional on a level that is unreal.

**NOTE:** Mr. Ruffalo also provided a copy of a document from an additional and further background search that one of his investigators did obtain on May 29<sup>th</sup>, 2020, which shows that People’s Choice Fin. Corp., the originator of the 2<sup>nd</sup> and 3<sup>rd</sup> Mtg. liens, was still in litigation in bankruptcy Court Awaiting the 341 meeting from a Chapter 11 filing on March 20<sup>th</sup>, 2007.

**NOTE:** This at the time was 4,819 in time in status and Judge Robert N. Kwan in 2009 never gave any permission to People's Choice Fin. Corp. to sell any of their Assets to anyone and neither did the trustee.

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**NOTE:** This further proves that the "lawsuit" filed by Mr. Katz against Mr. Ruffalo in connection to the expired unsecured third position Mtg. lien-loan is fraud, fake, and malicious filed on March 17<sup>th</sup>, 2009.

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**See under Exh. D.**, a copy of this evidence from People's Choice Fin. Corp. from May 29<sup>th</sup>, 2020.

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**See under Exh. E.**, a copy of the documentation, papers, and evidence in connection to Mr. Maria going back many years with a violent felony burglary, etc.

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**See under Exh. F.** copies of 2 satisfactions in connection to a second position Mtg. lien HELOC on another former property that Mr. Ruffalo owned that are 16 years apart in time and with a deficient and inaccurate 1099-C in the sum amount of \$30,439.54, which appears to be fraudulent in nature, not human error. One is recorded of record on Aug. 2<sup>nd</sup>, 2006, and the second one was recorded of record this year on June 16<sup>th</sup>, 2022.

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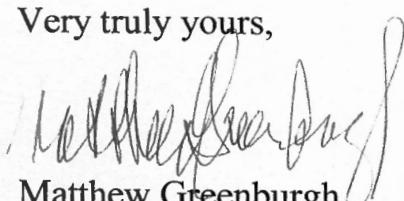
**NOTE:** This further shows that how inaccurate Mtg. records are from banks, etc., which CHASE has a very big whopper snafu here and Mr. Ruffalo should be compensated for this incorrect and inaccurate information, which there is no excuse for.

Certification Date: 07.29. 2022

This Search is for information only and no owners or lenders policy will be issued hereunder.

If you have any questions, please feel free to contact the undersigned. Thank you.

Very truly yours,



Matthew Greenburgh